

## AGREEMENT

This Agreement is entered into this 22nd day of February, 2005, by and between Leon County, Florida, a political subdivision of the State of Florida, hereinafter "County," and, McGLYNN LABORATORIES, INC., hereinafter "Contractor".

## WITNESSETH

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, County and Contractor do hereby agree as follows:

1. County and Contractor entered into an Agreement dated February 11, 2003, between County and Contractor, which Agreement allows for changes to be made to the agreement with prior written agreement signed by the parties thereto, the parties hereby agree to extend the Agreement to September 30, 2006. Further, the parties agree to revise the February 11, 2003 Agreement with the Scope of Work for Phase III which contains cost estimates for the various tasks, the revised Project Schedule, and the Performance Criteria with a Liquidated Damages Clause, attached respectively as Exhibits A, B, and C.
2. The total cost of this extended contract will remain the same.
3. All other provisions of the July 24, 2001 Agreement remain in full force and effect.
4. This agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatories.

## CONTRACTOR

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
President

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By \_\_\_\_\_, of \_\_\_\_\_,  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)a \_\_\_\_\_ corporation, on behalf of the corporation.  
(State or place of incorporation)He/she is personally known to me or has produced \_\_\_\_\_ as  
(type of identification)\_\_\_\_\_  
Signature of Notary\_\_\_\_\_  
Print, Type or Stamp Name of Notary\_\_\_\_\_  
Title or Rank\_\_\_\_\_  
Serial Number, If Any

Agreement between Leon County, Florida and  
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LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Cliff Thael, Chairman  
Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

**EXHIBIT A**

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Attachment # 1  
Page 3 of 8

**Woodville Recharge Basin Aquifer Protection Study**  
**BC-07-19-02-29**  
**Projected Scope of Work and Fee Schedule for Phase III**  
**McGlynn Laboratories Inc.**

**QAPP****\$2,000****Task 6A: Water Quality Sampling/Data Collection in the Woodville Recharge Basin (12 month)****6.2 Sample surface waters in the Woodville Recharge Basin.**

Aimes Sink, Southwood Sink and Blueberry Sink/Moonshine Sink, Chicken Branch

\$5,700 4 storm events sampled with flow measurement at 3 sites)

Aimes Sink costs included in Leon County Lakes Ecology (sample &amp; analysis cost)

\$125 per flow, Water Quality and Metals at \$350 per sample (sample &amp; analysis cost)

\$4,200 12 base flow sample analysis @ 350 per sample (4 quarterly per site)

**\$9,900****6.5 Septic Tank Sampling**

1500 Geologist assistance

2500 3 shallow wells drilled per OSDS

2,400 3 wells at 3 OSDS sites sampled quarterly @ 200 per site

660 Inflow to 3 sites quarterly (nitrate, Cl and TP @ \$55 per sample)

1,980 9 samples analyzed quarterly (nitrate, Cl and TP @ \$55 per sample)

2,000 2 samples analyzed for organics

**\$11,040****6.6 Atmospheric Deposition Sampling.**

1000 Three wells installed in National Forrest

1200 Monthly site visits for sample collection (12 x 3) at 100 per visit

1200 Event sampling (4 per site) at 100 per visit

1980 Sample analysis (nitrate and TP) monthly (3x12) at \$55 per sample

**\$5,380****\*\* Laboratory Experiments**

1000 Mesocosm Core Setup (construction)

4000 Mesocosm Experimental Setup (ANOVA array 4x4, quarterly)

3520 Sample Analysis (nitrate, Cl and TP @ \$55 per sample)

**\$8,520****6.7 Define the conduit flow utilizing dye studies, the direction of conduit groundwater flow, and the water quality in the Woodville aquifer. Emphasize the area down gradient of the City of Tallahassee sprayfield and, for this portion of the basin.**

19,000 Equipment (rental cost is \$28,400-2 studies, 2 months each)

14,000 2 tracer studies at 7000 per study 7 full days per person

**\$33,000** (St. Marks, Southwoods Sink, Natural Wells) 2 small 1 big**6.8 Collect and update data on application of residuals, agricultural activities and permit status of sprayfield****\$3,000****6.9 Karst Feature Inventory, continuous assessment of karst features****\$2,000****Subtotal 6A:****\$72,840****Task 6B:****6.1 No piezometric levels groundwater flow monitoring****6.4 Ground water quality sampling in the Woodville Recharge Basin.****\*Wells selected and drilled after confirmed results from USGS study**

10,000 10 deep wells sampled quarterly at 250 per sampling

8,000 10 samples analyzed quarterly for WRB parameters @ 200 per sample

5,000 5 samples analyzed for organics at 1000 per sample Organics

30,000 3 deep wells drilled with lithology

**Subtotal 6B:****\$53,000**

**EXHIBIT A**

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Attachment # 1  
Page 4 of 8**Task 7: Hydrologic Vulnerability Assessment in the Woodville Recharge Basin (12 month)**

Projects to be started later

7.0 Geoprobes to analyze surficial sediments (soil and clay classification) and permeabilities

\$4,000 6-8 shallow wells placed in areas not covered by deep wells

7.1 Assess and quantify the transport of pollutants from the CoT Sprayfield to the aquifer.

\$1,150

GIS: \$600

7.2 Assess and quantify the impacts to aquifer water quality due to land disposal of waste water treatment plant residuals.

\$1,150

GIS: \$600

7.3 Assess and quantify the transport of pollutants from residential septic systems to the aquifer.

\$1,150

GIS: \$600

7.4 Assess and quantify the transport of stormwater pollutants to the aquifer due to direct groundwater percolation.

\$1,150

GIS: \$600

7.5 Assess and quantify the transport of stormwater pollutants to the aquifer via runoff/conveyance into open sinks and soil filled karst depressions.

\$1,150

GIS: \$600

7.6 Assess and quantify the transport of pollutants from agricultural activities and other local land uses to the aquifer.

\$1,150

GIS: \$600

7.7 Assess and quantify the transport of atmospheric pollutant loadings to the aquifer.

\$1,150

GIS: \$600

7.8 For each of the basins in the study area, determine the annual volume of (1) direct percolation to the aquifer and (2) the input via runoff and conveyance to the sinks within the basin. Produce a table with these results.

\$1,150

GIS: \$600

7.9 Produce a table of ratios (for the individual basins) that compares the magnitude of runoff/conveyance to direct groundwater percolation

\$900

GIS: \$390

7.10 Produce a second table that normalizes the values determined in Task 7.9 to a scale of 1 to 10.

\$105

GIS: \$75

**Subtotal Task 7: \$14,205 Subtotal GIS Task 7: \$5,265****Task 8: GIS Mapping/Modeling (begins after data collection)**

Projects to be started later

8.1 Produce County GIS compatible data layers displaying the hydrologic vulnerability of the closed basins in the Woodville Recharge Basin for case and other noted tasks

\$2,000

GIS: \$6,000

8.2 Modeling

\$1,500 model software and licensing

\$8,500 startup costs (loading data, coordination between model &amp; GIS systems)

\$1,500

GIS: \$5,500

**Subtotal Task 8: \$13,500 Subtotal GIS Task 8: \$11,500**

**EXHIBIT A**

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Attachment # 1  
Page 5 of 8**Task 9: Pollutant Loading Analyses (begins after data collection)**  
Projects to be started later

9.1	Determine the in-place pollutant loadings in the Woodville Recharge Basin.		
9.1.1	Develop a table of annual in-place non-point pollutant loadings for the individual property parcels (or groups of parcels).	\$760	GIS: \$1,240
9.1.2	Produce a color shaded or color coded GIS parcel map that displays in-place pollution loading per acre.	\$760	GIS: \$1,240
9.2	Determine the pollutant loadings transported to the aquifer in the Woodville Recharge Basin		
9.2.1	Determine the total annual pollutant loadings (from mechanisms 7.1 - 7.7) transported into the aquifer beneath each closed basin.	\$760	GIS: \$1,240
9.2.2	Produce a table summarizing these values.	\$190	GIS: \$310
9.2.3	Produce a table normalizing the values in the table above to a scale from 1 to 10.	\$95	GIS: \$155
9.2.4	Produce a County GIS compatible data layer to display both the total loadings per closed basin and the pollutant loadings per acre.	\$760	GIS: \$1,240
9.3	Determine aerial distribution of aquifer pollution in the Woodville Recharge Basin		
9.3.1	Utilizing Models the aerial extent and concentration of aquifer pollution.	\$760	GIS: \$1,240
9.3.2	Determine those portions of the aquifer where FDEP drinking water standards could be violated at build out.	\$760	GIS: \$1,240
9.3.3	Develop a County GIS compatible map of Woodville Recharge Basin displaying the aquifer pollution findings.	\$760	GIS: \$1,240
<b>Subtotal Task 9:</b>		<b>\$5,605</b>	<b>Subtotal GIS Task 9: \$9,145</b>

**Task 10: Propose Mitigation Options and Associated Cost Estimates**  
Projects to be started later

10.1	Based on the findings of the steps above, propose appropriate basin specific mitigation measures that can include, but are not limited to:		
	*Restricting the use of septic tanks in aquifer-vulnerable areas.		
	*Modifications to the current TP Smith WRF management plan.		
	*Proposing sewer systems for specific areas of the Woodville Recharge Basin.		
	*Proposing better water quality treatment regulations for stormwater runoff.		
	*Proposing specific stormwater retrofit projects to provide stormwater treatment prior to discharge		
	*Restricting certain land uses or the density of development in aquifer vulnerable areas.		
	*Purchasing of specific aquifer vulnerable lands by government.		
	*Offering tax incentives for placing conservtion easements on aquifer vulnerable areas.		
	*Encouraging via incentives, zoning, etc. the development of land parcels that are less likely to cause pollution of the aquifer.		
	*Establish a permit based trust fund to provide the monies to accomplish land and conservation easement purchases.		
	*Other suggestions tendered by the Consultant.		
		\$17,000	
10.2	Develop preliminary cost estimates for implementing the land purchase and capital improvement options set forth in 10.1.	\$2,000	
<b>Subtotal Task 10.2:</b>		<b>\$19,000</b>	

**EXHIBIT A**

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Attachment # 1  
Page 6 of 8**Task 11:** Prepare Draft Report of the results of Tasks 6 through 10.**Subtotal Task 11:** \$3,000**Task 12:** Hold public meetings to disseminate and discuss the findings and recommendations of the Study.**Subtotal Task 12:** \$3,400**Task 13:** Prepare the Final Report for the Woodville Recharge Basin Aquifer Protection Study including task 10 and 12.**Subtotal Task 13:** \$7,000**TOTAL All Tasks:** \$193,550    **Total all GIS Tasks:** \$25,910

**EXHIBIT B**

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Attachment # 1  
Page 7 of 8**Woodville Recharge Basin Aquifer Protection Study  
BC-07-19-02-29****Time Line of Work and Fee Schedule for Phase III  
McGlynn Laboratories Inc.**

QAPP will be submitted in February 2005

	M-05	A-05	M-05	J-05	J-05	A-05	S-05	O-05	N-05	D-05	J-06	F-06	M-06	A-06	M-06	J-06	J-06	A-06	S-06
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Task 6A:	Water Quality Sampling/Data Collection in the Woodville Recharge Basin (12 month)																		
MLI Donation:	1	2	3	4	5	6	7	8	9	10	11	12							
Task 6B:	Biweekly water quality samples from wakulla Springs																		
	1	2	3	4	5	6	7	8	9	10	11	12							
Task 7:	Water Quality Sampling/Data Collection in the Woodville Recharge Basin (12 month)																		
	1	2	3	4	5	6	7	8	9	10	11	12							
Task 8:	Hydrologic Vulnerability Assessment in the Woodville Recharge Basin (12 month)																		
	1	2	3	4	5	6	7	8	9	10	11	12							
Task 9:	GIS Mapping/Modeling (begins after data collection)																		
	1	2	3	4	5	6	7	8	9	10	11	12							
Task 10:	Pollutant Loading Analyses (begins after data collection)																		
	1	2	3	4	5	6	7	8	9	10	11	12							
Task 11:	Prepare quarterly Draft Report of the results of Tasks 6 through 9																		
																	1		
Task 12:	Propose Mitigation Options and Associated Cost Estimates																		
													1	2	3	4			
Task 13:	Hold public meetings to disseminate and discuss the findings and recommendations of the Study.																		
																	1		
Task 14:	Prepare the Final Report for the Woodville Recharge Basin Aquifer Protection Study.																		
																			1

EXHIBIT C  
PERFORMANCE CRITERIA

PERFORMANCE DEADLINES AND LIQUIDATED DAMAGES:

The work to be performed under this Contract as defined in the scope of services for Phase III shall be completed according to the two performance milestones listed below. If the work to be performed under this Contract is not completed within the time set forth above for each milestone, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default for each milestone, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$200.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

PROJECT MILESTONES

1. The Draft Woodville Recharge Basin Aquifer Protection Study Report shall be submitted to the County for its review by July 1, 2006.
2. The Final Woodville Recharge Basin Aquifer Protection Study Report shall be submitted to the County by September 1, 2006.